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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 14th January, 2025

**No. 13/1/9737-HII(2)-2024/667.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **16/2020** dated **21.11.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARISH MANAV S/O SH. RAMESH KUMAR, HOUSE NO. 2165-A, SECTOR 66, SAS NAGAR (MOHALI) - 160062 (Workman)

AND

1. M/S DAINIK BHASKAR CORPORATION LIMITED, PLOT NO. 11-12, SECTOR 25, CHANDIGARH THROUGH ITS ASSISTANT GENERAL MANAGER (HR).
2. ASSISTANT GENERAL MANAGER (HR), DAINIK BHASKAR CORPORATION LIMITED, CHANDIGARH UNIT, PLOT NO.11-12, GROUND FLOOR, SECTOR 25, CHANDIGARH. (Management)

## AWARD

1. Vide Endorsement No.13/1/9737-HII(2)-2020/4614 Dated 16.03.2020 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Harish Manav (*here-in-after referred "claimant"*) to M/s Dainik Bhaskar Corporation Limited & Another (*here-in-after referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955"*) in following words :-

*"Whether the arrears of revision of pay to Sh. Harish Manav son of Shri Ramesh Kumar, House No. 2165-A, Sector 66, SAS Nagar (Mohali)-160062 (Workman/Applicant) were to be paid by M/s Dainik Bhaskar Corporation, Plot No. 11-12, Sector 25, Chandigarh through its Assistant General Manager (HR) and Assistant General Manager (HR), Dainik Bhaskar Corporation Limited, Chandigarh Unit, Plot No.11-12, Ground Floor,*

(93)

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Signature Not Verified  
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Jalinder Kumar  
Date: 2025.01.24  
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Reason: Published  
Location:

*Sector 25, Chandigarh (Managements) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"*

2. Upon notice, the claimant appeared through his Representative Shri Manjit Singh. Briefly stated the averments of claim application are that the claimant was appointed as Principal Correspondent, Business, Bhaskar, Delhi in M-5, vide order dated 09.07.2008 w.e.f. 08.05.2008. The claimant joined as such at Delhi for the first 3 months and thereafter the claimant was based at Chandigarh with a monthly salary of ₹ 28,577/-. The claimant continued working as such up to 30.04.2014. The claimant was appointed as Special Correspondent in Editorial Chandigarh vide order dated 01.05.2014 in the annual compensation of ₹ 4,70,712 in Grade 'M-4'. The claimant continued demanding for further fixation of wages, and arrears in terms of Majithia Wage Board recommendations from 11.11.2011 but the claimant was forced to leave the service on 20.05.2018 from the post of Special Correspondent. Claimant raised demand notice before Labour Commissioner, U.T, Chandigarh. In terms of recommendations of Majithia Wage Board, the management falls under Category - I of the Act 1955 and the claimant is entitled to arrear of wages up to 22.03.2018 which comes to ₹ 44,74,378.78 with interim relief of ₹ 6,37,472/- and gratuity of ₹ 3,94,809/-, total amounting to ₹ 55,66,661 as per the calculation sheet enclosed with the demand notice. The claimant referred orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in Contempt Petition CCP No.128/2015 and 129/2015 and Writ Petition (Civil) No.246/2011 dated 07.02.2014.

3. On notice management contested the claim statement by filing written statement on 07.01.2022 wherein preliminary objections are raised on the ground that claimant has filed the claim statement on wrong facts by levelling false allegations and by presenting fabricated calculation sheet. The claimant does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act, in view of the status and nature of his post. The claim has been presented by misleading the facts. Submission of resignation is admitted by the claimant himself. Majithia Wage Board recommendations were notified on 11.11.2011. No complaint of non-payment of wages as per the Majithia Wage Board can be entertained after expiry of almost 6 years. Besides this, claimant has received full & final payment from the management and is left with no claim from the management. Claimant is not entitled to any interim relief or any financial benefit on the basis of calculation sheet, being disputed question of fact and same cannot be adjudicated upon before this Tribunal in summary proceedings. Procedure under the scheme of the Act, aggrieved employee seeking to recover any amount due under the Act is required to first move an application before the State required to be made in prescribed Form 'C' addressed to the Secretary of the State Government, along with the details of the amount claimed, preceded by a fifteen days prior notice regarding payment to the concerned newspaper establishment. In the case at hand no such application with the details of the amount claim; much less in the prescribed format was made to the Secretary of the State Government. Needless to mention no fifteen days prior notice was also issued to the claimant by the management as required under Rule 36 of the Act 1955. Thus, in the absence of fulfilling the conditions precedent for initiating action under Section 17 legally no proceeding could have been initiated at the instance of the management against the claimant. Hence, the proceedings in question are *void ab-initio*. Management has fully complied with the provisions of the Majithia Wage Board recommendations issued by the Central Government notified on 11.11.2011. The claimant had already received the wages as per Clause 20(j) of the Majithia Wage Board recommendation. The claimant has voluntarily chosen/opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board recommendations at his own. Now nothing is payable to the claimant as he has already received wages according to the option given by him as per Clause 20(j) of the Majithia Wage Board recommendations. The claimant has

annexed calculation sheet showing the turn-over of management, only to get the benefit from the management which is a disputed question of fact and cannot be adjudicated in summary proceedings and can only be adjudicated upon by the concerned Civil Court. The basis of computation of amount has not been indicated by the claimant. The management do have the spirit to honour the judgments delivered by the Hon'ble Supreme Court of India but in the present claim petition, the claimant is not entitled for any benefit in compliance with the judgments delivered by the Hon'ble Supreme Court of India.

4. Further on merits, similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong except Para 1, 5 to 7 which are replied being matter of record and Para 4 which is denied for want of knowledge. The orders passed by the Hon'ble Supreme Court are admitted. Prayer is made that claim petition may be dismissed with exemplary costs.

5. Claimant filed replication on 08.04.2022. where in the contents of written statement, except admitted facts, are denied as wrong and averments of claim statement are reiterated.

6. From the pleadings of parties following issues were framed vide order dated 08.04.2022 :-

1. Whether the arrears of revision of pay to the claimant-workman were to be paid by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether claimant-workman does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim of the claimant-workman is time barred ? OPM
4. Whether the claim of the claimant-workman is not maintainable under the provisions of Section 17 of the Working Journalists & Other Newspaper Employees (Condition of Services) and Miscellaneous Provisions Act, 1955 ? OPM
5. Relief.

7. In evidence claimant Harish Manav examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'A1' to Exhibit 'A5'.

**Exhibit 'A1'** is copy of appointment letter dated 09.07.2008 of.

**Exhibit 'A2'** is copy of order dated 01.05.2014 relating to appointment of Harish Manav as Special Correspondent in Editorial Chandigarh.

**Exhibit 'A3'** is copy of letter dated 03.05.2018 whereby Harish Manav was relieved from duties w.e.f. 20.03.2018 (in the affidavit date of letter is incorrectly mentioned as 20.05.2018 due to clerical mistake instead of correct date 03.05.2018).

**Exhibit 'A4'** is copy of notification dated 11.11.2011 issued by Government of India, Ministry of Labour and Employment whereby Government of India on 20.10.2021 accepted the recommendations of the Majithia Wage Boards.

**Exhibit 'A5'** is copy of calculation sheet drawn by DGR & Associates, Chartered Accounts.

8. During cross-examination of AW1 the management put documents Exhibit 'M1' to Exhibit 'M7' and Exhibit 'MA', Exhibit 'MA/1' and Exhibit 'MA/2'.

**Exhibit 'M1'** is copy of declaration form dated 01.05.2014.

**Exhibit 'M2'** is copy of letter dated 01.05.2014 whereby claimant Harish Manav was appointed as Special Correspondent - Chandigarh.

**Exhibit 'M3'** is copy of resignation letter dated 20.03.2018 tendered by the claimant.

**Exhibit 'M4'** is copy of full and final payment slip for April 2018

**Exhibit 'M5'** is copy of 'No Dues Clearance Form' in favour of the claimant Harish Manav.

**Exhibit 'M6'** is copy of e-mail dated 27.06.2014 sent to Shweta Brijbasi by claimant on the subject 'Gratuity credit in bank a/c'

**Exhibit 'M7'** is copy of cheque deposit slip dated 30.06.2014 of IDBI Bank Limited whereby claimant Harish Manav deposited cheque No.148082 amounting to ₹ 52,896/-.

**Exhibit 'MA'** is copy of bank account statement of Harish Manav maintained with IDBI Bank Limited, Sector 44, Chandigarh.

**Exhibit 'MA/1'** is copy of email dated June 27, 2014 sent by Harish Manav to Shweta Brijbasi intimating bank account number for crediting gratuity amount.

**Exhibit 'MA/2'** is copy of payment advice dated June 19, 2014 of Harish Manav.

9. Claimant examined AW2 Dhruv Gupta, Chartered Accountant and tendered his affidavit Exhibit 'AW2/A' along with calculation sheet drawn by DGR & Associates, Chartered Accounts already exhibited as Exhibit 'A5'.

10. On 31.05.2024, claimant closed his evidence in affirmative.

11. On the other hand, management examined MW1 Avdhesh Gaur - Assistant Manager, HR & Admin, who tendered his affidavit Exhibit 'MW1/A' along with copies of the documents Exhibit 'M8' to Exhibit 'M15'.

**Exhibit 'M8'** is copy of identity card of Avdhesh Guar.

**Exhibit 'M9'** is authority letter dated 09.08.2024 issued in favour of Avdhesh Gaur.

**Exhibit 'M10'** is salary slip for the month of February 2018.

**Exhibit 'M11'** is registration certificate dated 16.07.2015.

**Exhibit 'M12'** is P.F. Registration Certificate dated 31.03.2015.

**Exhibit 'M13' to Exhibit 'M15'** are balance sheets of the management for the Financial Year 2007-08, 2008-09 and 2009-10 respectively.

12. On 18.10.2024 Ld. Representative for the management closed his oral evidence and on 21.11.2024 closed documentary evidence of management.

13. I have heard the arguments of Learned Representative for the parties and perused the judicial file. My issue-wise finding are as below :-

**Issue No. 1 :**

14. Onus to prove this issue is on the claimant.

15. Under this issue claimant Harish Manav examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice-cum-claim application in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'A1' to Exhibit 'A5'.



16. In order to prove the calculation sheet, claimant examined AW2 Dhruv Gupta, Chartered Accountant, who vide his affidavit Exhibit 'AW2/A' deposed that he is a Chartered Accountant and Partner of M/s DGR & Associates, Jaipur, Rajasthan. He was approached by one Mr. Harish Manav son of Shri Ramesh Kumar working in the D.B Corporation Ltd. working / worked at the post of Principal. AW2 further deposed that the workman / applicant while working as a Journalist supplied the recommendations of the Majitha Wage Board alongwith his own personal particulars including basic wages and other allowances including D.A., H.R.A, T.A, Medical Allowance etc. AW2 further deposed that after going through the documents including the financial results of the D.B Corporation Ltd., Newspaper Group he prepared a detailed grounds and working with the total eligibility of the arrears of the wages total amounting to ₹ 55,06,661.03, original copy of the working of the basic wages and other allowances including the arrears up to 20.03.2018 has been made with a specific note that the D.B Corporation Ltd. has crossed the revenue of ₹1,000 Crore and comes in Group - I but the claim has been prepared on conservatism basis under Group - II. He is annexing the original copy of preparation of the claim showing the grouping of the employees under Category - I, Grouping of the newspaper - D.B Corporation Ltd. under Category - II as well as date of joining as 08.05.2008 on the post of Principal Correspondent with detailed calculations as enumerated at Serial No.4 to 17 of the main report, which has already been placed on record as C-5 in the claim statement by Shri Harish Manav. AW2 supported his oral version with calculation sheet Exhibit 'A5'.

17. To rebut the evidence of claimant, management examined MW1 Avdhesh Gaur - Assistant Manager, HR & Admin (CPH2) with the management who vide his affidavit Exhibit 'MW1/A' provide authority letter dated 09.08.2024, Exhibit 'M9' issued in his favour by the management. MW1 in his remaining testimony deposed all the material contents of the written statement which are not reproduced here to avoid repetition. To support the version of MW1 Learned Representative for the management referred documents Exhibit 'M1' to Exhibit 'M15' and Exhibit MA, Exhibit 'MA/1' and Exhibit 'MA/2'.

18. From the oral as well as documentary evidence led by the parties it comes out that claimant joined the management w.e.f. 08.05.2008 and remained in continuous employment up to 30.04.2014, and re-joined on 01.05.2014 and remained in employment up to 20.05.2018. On 20.05.2018 claimant resigned from the post of Special Correspondent. In this regard claimant / AW1 when put to cross-examination admitted as correct that he was re-appointed with the management w.e.f. 01.05.2014. AW1 voluntarily stated that he was relieved on 01.05.2014 with the management. AW1 admitted as correct that appointment dated 01.05.2014 was fresh appointment.

19. Learned Representative for the management argued that for the period of service from 08.05.2008 to 30.04.2014, the claimant has already received full and final dues. Besides, the claimant on 01.05.2014 signed the declaration under clause 20(j) of the Majithia Wage Board Recommendations whereby claimant opted to retain existing pay scale and emoluments. The claimant / AW1 when put to cross-examination identified his signatures on declaration dated 01.05.2014 / Exhibit 'M1' and further admitted as correct that he has not withdrawn the said declaration. The declaration under Clause 20(j) was put by MW1 in his cross examination. MW1 in his cross-statement stated that he has gone through the contents of declaration form 20(j) and can identify the signatures of the workman (herein claimant) Harish Manav after seeing from the official record brought by him today in the Court. MW1 in his cross examination further stated that he has brought original declaration dated 01.05.2014 of the workman Harish Manav and he has seen the copy of the same shown to him by the Learned Representative of the workman. He identified the signature of the workman Harish Manav at Point 'A' on declaration dated 01.05.2014. Copy of which is Exhibit 'M1'. From the version of AW1 and MW1 referred above, it is duly proved on record that claimant Harish Manav by signing declaration dated 01.05.2014 / Exhibit 'M1' opted to retain the existing pay scale and emoluments by exercising option under Clause 20(j) of the Majithia Wage Board Recommendations. Thus, the same is binding upon the claimant and claimant is estopped from claiming the benefits of Majithia Wage Board Recommendations in view of the declaration Exhibit 'M1'.

20. The claimant / AW1 in his cross-examination recorded on 10.11.2022 denied the suggestion as wrong that he has received his entire dues from his job from 08.05.2008 to 30.04.2014. AW1 stated that he reserved his right for the benefit of service prior to 01.05.2014, when he re-joined on 01.05.2014. He has sent the email to this effect. He can produce the record regarding emails if time is granted to him. Remaining cross-examination of AW1 was deferred with direction to the witness to produce the record of emails stated to be sent by him regarding reserving his rights of benefits of his service prior to 01.05.2014. When re-called for cross-examination on 20.01.2023 AW1 placed on record the copy of appointment letter dated 01.05.2014 vide Exhibit 'A6', copy of email dated 10.05.2018 vide Exhibit 'A7'. AW1 in his further cross-examination stated that there is also not any mention of any protest or reserving his rights on the emails which he has brought in the Court. AW1 voluntarily stated that he had mentioned in e-mail Exhibit 'A7' that break-up of F&F (full & final) statement is not negotiable as realistic. AW1 denied the suggestion as wrong that his voluntarily statement is incorrect. AW1 further stated that except the documents he has brought and tendered today in the Court, he does not have any other documents to show some protest or reservation of his rights while receiving the payment from the management on the post of Principal Correspondent. From the aforesaid version of AW1 it is duly proved that at the time of leaving job on 30.04.2014 he received the full and final payment without any protest and without reserving any right to claim benefits of Majithia Wage Board. Claimant joined fresh on 01.05.2014 and resigned on 20.03.2018. The claimant's plea that he has resigned under pressure does not stand proved as claimant / AW1 when put to his cross-examination stated that he resigned from the post of Principal Correspondent vide his resignation letter dated 20.03.2018. AW1 admitted as correct that he resigned from the post of Principal Correspondent due to personal reasons. Copy of resignation email dated 20.03.2018 along with its acceptance dated 21.03.2018 is Exhibit 'M3'.

21. The argument advanced by Learned Representative for the management that after acceptance of resignation the claimant received all his full & final dues without any protest and without reserving any right to claim benefit of Majithia Wage Board Recommendations stand proved from cross examination of AW1 wherein he stated that he resigned from the post of Principal Correspondent vide his resignation letter dated 20.03.2018. AW1 admitted as correct that he resigned from the post of Principal Correspondent due to personal reasons. Copy of resignation e-mail dated 20.03.2018 along with its acceptance dated 21.03.2018 is Exhibit 'M3'. AW1 admitted as correct that after acceptance of his resignation his full and final slip was prepared by the management. Copy of the same is Exhibit 'M4'. He has given his no dues clearance from to the management. AW1 denied the suggestion as wrong that on completion of his first service, the management had paid amount of ₹ 52,896/- towards his gratuity and voluntarily stated that he has been paid around ₹ 35,000/-. The aforesaid denial of receipt of ₹ 52,896 by the claimant towards his gratuity stands falsified from his further statement in his cross-examination wherein he has admitted as correct that he has written an e-mail to Shweta Brijwasi dated 27.06.2014 asking her to credit the gratuity in his IDBI Account No.0272104000068156. Copy of said e-mail is Exhibit 'M6'. AW1 admitted as correct that as per record of management, the amount of ₹ 52,896/- was deposited into his above-mentioned account vide receipt dated 30.06.2014 and copy of the bank receipt is Exhibit 'M7'. AW1 voluntarily stated that he cannot say if the said amount has been credited into his saving account or not as he confirmed the same only after going through his bank statement. Remaining cross-examination of AW1 recorded on 20.01.2023 was deferred on request of Learned Representative of the management with the direction to the witness to bring his concerned statement of account of IDBI Bank. AW1 when recalled for his remaining cross examination on 24.04.2023 stated that he has verified from this bank regarding receipt of ₹ 52,896/- and as per record of the bank the said amount of ₹ 52,896/- has been credited in the account on 30.06.2014 and copy of bank statement is Exhibit 'MA'. AW1 admitted as correct that he has written email to Shweta Brijbasi (HR Deptt. Jaipur) asking her crediting his gratuity amount in Bank Account No. 0272104000068156 and copy of email is Exhibit 'MA/1'. AW1 was shown the payment advice dated 19.06.2014 / Exhibit 'MA/2' and after going through the contents of the same.

AW1 stated that it is correct that as per Exhibit 'MA/2' the gratuity amount of ₹ 52,896/- has paid to him vide cheque No.148088 dated 19.06.2014 drawn on IDBI Bank, Bhopal. AW1 admitted as correct that he has received the full and final amount of gratuity pertaining to his first employment. The volunteer statement of AW1 is that he received the same under protest, does not stand proved as AW1 stated that he has not filed any written protest. Version of AW1 that he received the gratuity amount towards full and final amount after signing on a blank paper which is with the management is without any basis because no such fact is pleaded by the claimant either in the demand notice-cum-claim statement, rejoinder or his affidavit Exhibit 'AW1/A'. AW1 further stated that till date he has not made any effort to get the blank paper bearing his signatures withdraw from the management. AW1 admitted as correct that he has not received the payments on the post of Principal Correspondent under protest and also not reserved his rights while receiving the said payments to claim the benefit of Majithia Wage Board. AW1 admitted as correct that there is also no mention of any protest or reserving his right in the emails which he has brought today. AW1 stated that except the documents he has brought and tendered today in the Court, he does not have any other documents to show some protest or reservation of his rights while receiving the payment from the management on the post of Principal Correspondent. AW1 in his cross examination further admitted as correct that at the time of resignation he had received the sum of ₹ 14,794/- towards his full and final amount and copy of same is Exhibit 'MA/3'. AW1 admitted as correct that neither he had received the said amount under protest nor reserved his resign to claim higher amount. AW1 admitted as correct that he has also resigned from his second job. From the above-mentioned version of AW1 it is duly proved on record at the time of leaving his first service (1st Service period is from 08.05.2008 to 30.04.2014) and at the time of resignation from his 2nd Service (2nd Service period is w.e.f. 01.05.2014 to 20.05.2018). Claimant received all his full and final dues without any protest and without reserving any right to claim the benefit of Majithia Wage Board Recommendations. Apart from this claimant is proved to have signed a declaration dated 01.05.2014 / Exhibit 'M1' exercising his option under Clause 20(j) of the Majithia Wage Board Recommendations to retain his existing pay scale and benefits. In view of the facts & circumstances mentioned above, the claimant is estopped from claiming the benefits of the Majithia Wage Board Recommendations or high pay. The judgments referred by the Learned Representative for the management reported in **1996(3) SCT 597 titled as V. M. Gadre (Dead) by LRs Versus M.G. Diwan and 2005(8) SCC 49 titled as State of Uttarakhand Versus Jagpal Singh Tyagi** are applicable to the facts of the present case to an extent.

22. As far as turn-over of the management is concerned, AW2 Dhruv Gupta in his cross-examination stated that the claimant provided him appointment letter, promotion letter, office orders, bank statement etc. AW2 admitted as correct that apart from the above documents no other document was provided to him by the claimant. AW2 admitted as correct that workman (herein claimant) never provided him with the gross revenue of D.B. Corp. Newspaper Edition. AW2 voluntarily stated that he has downloaded the financials of D.B. Corp. Ltd. to ascertain the revenue does not stand proved as no such downloaded information is placed on record or made part of calculation Exhibit 'A5'. AW2 further stated that he has made the calculation in the case of workmen w.e.f. 2008 till 2018. AW2 admitted as correct that for the service period he has not taken the gross revenue of DB Corp. Ltd. Voluntarily he had taken the gross revenue of financial year 2007-2008, 2008-2009 and 2009-2010 only. AW1 admitted as correct that he has made calculation up to year 2018 on the basis of gross revenue of financial year 2007-2008 and 2009-2010. In calculation sheet Exhibit 'A5', Dhruv Gupta - Chartered Accountant has given Note 2 to the effect that D.B. Corp. Limited has crossed gross revenue of ₹1,000 Cr. and comes in Group 1 but prepared claim on conservatism basis under Group 2. On the other hand, there is no evidence of the management to contradict the claimant's plea that average gross revenue of D.B. Corp. Limited is less than ₹1,000/- crore as classified under Class - 1 of Majithia Wage Board Recommendations.

23. In view of the reasons recorded above, the claimant has failed to establish his claim / entitlement to the benefits of Majithia Wage Board recommendations.



24. Accordingly, issue No.1 is decided against the claimant and in favour of the management.

**Issue No. 2 :**

25. Onus to prove this issue is on the management.

26. Learned Representative for the management argued that the claimant does not fall within the definition of the 'workman' as defined under Section 2(s) of the ID Act as the nature of the work assigned to the claimant was supervisory. On the other hand, Learned Representative for the claimant argued that the claimant was not having any managerial or supervisory position. The claimant was not having any power to appoint / dismiss any employee and also had no power to grant leave to any employee. To support his arguments Learned Representative for the claimant referred case law reported in **2006(4) SCT 1** titled as **Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah** in para 11 to 13 held as below :-

*"11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.*

*12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.*

*13. The precise question came up for consideration in Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248] wherein it was held :*

*"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.....*

*A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.*

*Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."*

27. In the present case, the claimant / AW1 in his cross-examination admitted as correct that appointment letter Exhibit 'A6' was his fresh appointment on the post of Special Correspondent. AW1 stated that his first appointment was on 08.05.2008 on the post of Principal Correspondent which continued up to 30.04.2014. Though AW1 admitted as correct that post of Principal Correspondent work under the Special Correspondent but voluntarily added that both of them works under the Editor and denied the suggestion as wrong that



separate staff is given to the Special Correspondent and that the post of Special Correspondent exercise supervisory powers over the staff subordinate to it. It is settled law that the suggestion denied as wrong by the witness is no evidence unless proved otherwise. In the present case, the management has not led any evidence to prove that the claimant was exercising powers of control or supervision. The judgment **2006(4) SCT 1 (supra)** is applicable to the facts of the present case to an extent. Consequently, the management has failed to prove that the claimant had any authority to initiate departmental proceedings against the subordinates or he had power of control or supervision in regard to recruitment, promotion etc. The management even failed to prove that the claimant had authority to sanction leave to any employee. The claimant, therefore, is a 'workman' as defined under Section 2(s) of the ID Act.

28. Accordingly, this issue is decided against the management and in favour of the claimant.

#### **Issue No. 3 :**

29. Onus to prove this issue is on the management.

30. Learned Representative for the management contended that the claim statement is time barred. A Civil Suit does not lie after the expiry of three years of the cause of action. In the present case, the demand notice was received by the Labour Commissioner, Chandigarh on 10.09.2019 for the benefit claimed by the claimant for the year 2012. On the other hand, Learned Representative for the claimant argued that the claimant is seeking his revised pay w.e.f. 01.11.2011, amount of interim relief and arrears of pay with interest @ 18% per annum as per the award given on the recommendations of Majithia Wage Board. On every passing month, the claimant was getting less salary than his due entitlement and on every month a fresh cause of action had arisen in favour of the claimant. Whereas the reference to this Tribunal was made by the Worthy Secretary Labour, Chandigarh Administration on 04.03.2020. Thus, the claim of the claimant is well within time in as much as the cause of action in the present case is recurring in nature.

31. As proved from the documents on judicial file, the claim raised the application under Section 17(1) of the Act 1955 before the Labour Commissioner, U.T. Chandigarh on 10.09.2019 and the Worthy Secretary Labour, Chandigarh Administration under Section 17(2) of the Act 1955 referred to present dispute for adjudication to this Tribunal / Court vide reference dated 04.03.2020. Moreover, the contention raised by Learned Representative for the claimant carries force as denial of revision of pay and benefits of arrears of pay is a continuing cause giving rise to a recurring cause of action. Therefore, the bar of limitation does not apply.

32. Accordingly, this issue is decided against management and in favour of the claimant.

#### **Issue No. 4 :**

33. Onus to prove this issue is on the management.

34. Learned Representative for the management argued that the applicant is claiming difference of arrears on the basis of Majithia Wage Board recommendations, which is not a pre-existing right. The proceedings under Section 17 of Act of 1955 and Section 33(C) of the ID Act are analogous to execution proceedings and the Labour Court cannot be called upon to compute in terms of money the benefit claimed by a claimant, in the position of an Executing Court.

35. As far as question of pre-existing right is concerned, it would be apposite to go through Section 8 of the Act 1955, which is reproduced as below :-

*"8. Fixation or revision of rates of wages.-{1} The Central Government may, in the matter hereinafter provided.-*

*(a) fix rates of wages in respect of working journalists;*

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<https://egazette.chd.gov.in>*

- (b) *revise, from time to time, at such intervals as it may think fit, the rates of wages fixed under this section or specified in the order made under section 6 of the Working Journalists (Fixation of Rates of Wages) Act, 1958 (29 of 1958).*
- (2) *The rates of wages may be fixed or revised by the Central Government in respect of working journalists for time work and for piece work."*

36. In view of the aforesaid provision there is pre-existing right in favour of the claimant to seek wages as revised by the Central Government. Here in this case the claimant is claiming the wages as revised by the Central Government by notification dated 11.11.2011.

37. It is further argued by Learned Representative for the management that the present statement of claim is not maintainable being not in conformity with Rule 36 of The Working Journalists (Conditions Of Service) and Miscellaneous Provisions Rules, 1955 and Section 17 of Act 1955. The present claim is not filed in prescribed form 'C' of the Act 1955.

38. To my opinion, the above-mentioned arguments advanced by Learned Representative for the management is devoid of merits because Form 'C' under Rule 36 of The Working Journalists (Conditions Of Service) and Miscellaneous Provisions Rules, 1955, prescribed the application under Section 17(1) of the Act 1955. From perusal of Section 17(1) of the Act 1955 it is clear that this provision is of the nature of execution and would apply only in those cases where there is no dispute about the amount which is due from an employee but when it appears that the claimant has raised demand notice before the Assistant Labour Commissioner, and it is found that there is a dispute between the parties which cannot be adjudicated under Section 17(1) of the Act 1955, therefore, the same was forwarded to the Appropriate Government. In the present case, from the reference order dated 04.03.2020 passed by the Secretary Labour, Chandigarh Administration it is made out that the Central Government was of the opinion that an industrial dispute existed between claimant Harish Manav and M/s Dainik Bhaskar, therefore the Secretary Labour, Chandigarh Administration by invoking Section 10(1)(c) of the ID Act made a reference under Section 17(2) of the Act 1955 to the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh. The exercise of power under Section 10(1)(c) of the ID Act would not take out the reference out of the purview of Section 17(2) of the Act 1955. Keeping in view the fact that there exists a dispute regarding wages between the parties, thus the present case does not fall within Section 17(1) of the Act 1955 but it falls under Section 17(2) of the Act 1955 and is duly maintainable.

39. Accordingly, this issue is decided against the management and in faovur of the claimant.

**Relief :**

40. In the view of foregoing finding on the issue No. 1 above, the present industrial dispute reference is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 21.11.2024.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 14th January, 2025

**No. 450474-HII(2)-2024/669.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **66/2024** dated **28.11.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY KUMAR S/O SH. GULZARI LAL, R/O HOUSE NO. 407, HALLO MAJRA,  
CHANDIGARH (Workman)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS  
MANAGING DIRECTOR. (Management)

**AWARD**

1. Vide Endorsement No.450474-HII(2)-2024/14768 Dated 23.09.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Vijay Kumar (*here-in-after referred "workman"*) to M/s Desh Sewak Association (*here-in-after referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955"*) in following words :-

*"Whether the arrears of revision of pay to Vijay Kumar, S/o Sh. Gulzari Lal, R/o House No. 407, Hallo Majra, Chandigarh (Applicant/Claimant) AND M/s Desh Sewak Association, Sector 29-D, Chandigarh Through its Managing Director (Management) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND Writ Petition (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"*

2. Upon notice, the workman appeared in person and thereafter the workman appeared through his Representative Shri Subhash Talwar. Briefly stated the averments of claim application are that the workman-applicant is working as Driver in the Administration Department of Desh Sewak Printers having its Registered Office at Sector 29-D, Chandigarh on a monthly wages of ₹ 13,871/-including all perks and allowances. The workman-applicant is regular employee of the respondent-management. On account of revision of pay and other allowances accrued on the acceptance of Majithia Wage Board Recommendations, which were accepted by the Government of India and notified in the Gazette of India on 11.11.2011, a substantial amount is due from



Desh Sewak Printers Limited (management-respondent) and as such the workman-applicant is fully competent to invoke the jurisdiction of Assistant Labour Commissioner-cum-Conciliation Officer vested under Section 17(1) of the Act 1955. There is no complaint against the work and conduct of the workman-applicant. His work and conduct is appreciated by all his colleagues and superiors. The workman-applicant is regularly getting benefits payable under different Acts and Provisions. The services of the workman-applicant are regulated under the Act 1955 which was enacted to regulate the certain conditions of service of working journalists and other employees employed in the Newspaper Establishment. As per notification dated 11.11.2011, it is apparent that employees have been categorized in groups and as such the workman-applicant being Driver falls within the ambit of Group-4 Factory Staff of the Schedule III (Grouping of non-journalist newspapers employees factory staff which is evident at Page 33 and 37 of the Report). The workman-applicant along with other employees of the respondent-management through their Union have been demanding payment of arrears of wages as per the Majithia Wage Board Recommendations. The demand of employees has not been acceded by the respondent-management. The amount which is liable to be recovered from the respondent-management based on revised pay on the basis of Majithia Wage Board Recommendations is the legitimate and legal dues of the applicant-workman and as such the applicant-workman is legally entitled to receive the same. The workman-applicant got his arrears calculated by a competent Chartered Accountant as per Majithia Wage Board Recommendations w.e.f 11.11.2011 to 31.12.2017. As such, the total amount of ₹ 3,86,405/- excluding interest is due from the management-respondent. The management-respondent is intentionally and deliberately not implementing the recommendations of Majithia Wage Board despite of the regular demand of the employees. Prayer is made that management-respondent may be directed to implement the recommendations of Majithia Wage Board and the workman-applicant may be paid a sum of ₹ 3,86,405/- as arrears of wages along with interest @12% per annum from the date of accrual till actual realisation.

3. Notice issued to the management-respondent through ordinary process for dated 04.11.2024 was received back executed through Shri Umed Singh, Clerk but none appeared on behalf of the management-respondent. Thus, vide order dated 04.11.2024, the management-respondent was proceeded against ex-parte.

4. In ex-parte evidence workman-applicant Vijay Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/1' along with fitment chart accompanied with calculation sheet (colly consisting of 3 pages) vide **Exhibit 'W1'** and closed his evidence.

5. I have heard the arguments of Learned Representative for the workman-applicant and perused the Judicial file.

6. In order to prove the issue framed in the Reference Order dated 06.09.2024 referred vide Endorsement No.450474-HII(2)-2024/14768 Dated 23.09.2024, workman-applicant examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that he was working as Driver in Desh Sewak Association having its registered office at Sector 29-D, Chandigarh since 19.07.1997 and his services were illegally and wrongly terminated by the management on 24.01.2020 and for his reinstatement he has raised an industrial dispute which is pending before the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh. At the time of termination, he was drawing a monthly wages of ₹ 15,149/- including all perks and allowances. He was a regular employee of the management. In his remaining testimony, AW1 deposed the entire averments of claim application in toto which are not reproduce here for the sake of brevity. AW1 supported his oral version with document Exhibit 'W1'.

7. From the oral as well as documentary evidence led by the workman-applicant, it comes out that the workman-applicant was working with the respondent-management as Driver since 19.07.1997. The services of the workman-applicant were terminated on 24.01.2020. The last drawn monthly wages of workman-applicant were ₹ 15,149/- including all perks and allowances. The workman-applicant was regular employee of the management-respondent which is a newspaper publication establishment. The services of the workman-applicant were governed by Act, 1955. The recommendations of Majithia Wage Board recommended revised rate of wages for working Journalists and Non-Journalists employees of all newspaper establishments which were notified in the Central Government Gazette on 11.11.2011. Thus, the notification dated 11.11.2011 is applicable to the workman-applicant. The workman-applicant has alleged that he falls in Group-6 of the schedule-III of the notification. The workman-applicant alleged that he has been paid monthly wages less than the wages fixed under the Majithia Wage Board recommendations. Despite his regular demand, the management-respondent did not pay the difference of wages as calculated in the fitment chart and calculation sheet Exhibit 'W1' for the period December, 2011 to December 2017. The above-mentioned version of AW1 supported with Exhibit 'W1' has gone unrebutted and unchallenged as despite service of notice, the management-respondent did not bother to contest the claim application and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence led by the workman-applicant. The workman is entitled to recover the difference of arrears of wages as per the Majithia Wage Board recommendations for the period w.e.f 11.11.2011 to 31.12.2017.

8. In view of the discussion made above, this industrial dispute is ex-parte allowed and answered in favour of the workman to the effect that the workman is held entitled to recover the difference of arrears of wages as per the Majithia Wage Board recommendations for the period w.e.f 11.11.2011 to 31.12.2017. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152

Dated : 28.11.2024.

Secretary Labour,  
Chandigarh Administration.

CHANDIGARH ADMINISTRATION  
HOME DEPARTMENT

**Notification**

The 24th January, 2025

**No. 1/1/214.244466-HIII(1)-2025/1067.**—The Administrator, Union Territory, Chandigarh is pleased to confer Administrator's Police Medal for Distinguished/ Meritorious Services to the following Twenty Four (24) Chandigarh Police Personnel on the eve of Republic Day, 2025 i.e. 26.01.2025 :-

<b>Sr. No.</b>	<b>Rank, Name &amp; No.</b>	<b>Administrator's Police Medal for</b>
1.	Insp. (ORP) Baljit Singh No.1269/CHG	<b>Distinguished Service</b>
2.	SI Surya Parkash.No.1295/CHG	Distinguished Service
3.	ASI (LR) Inderpreet Kaur, No.1406/CP	Distinguished Service
4.	ASI(LR) Ram Parkash No.321/CP	Distinguished Service
5.	HC Ashok Kumar, No.1179/CP	Distinguished Service
6.	SI Kiranta No.1289/CHG	<b>Meritorious Service</b>
7.	SI Kartar Singh No.1467/CHG	Meritorious Service
8.	L/SI Darshan Devi No.1788/CHG	Meritorious Service
9.	SI(LR) Veena Kumari, No.1812/CHG	Meritorious Service
10.	ASI Des Raj,No.1972/CHG	Meritorious Service
11.	ASI (LR) Subhash Sharma, No.3015/CP	Meritorious Service
12.	ASI (LR) Lal Bahadur, No.419/CP	Meritorious Service
13.	ASI (LR) Swaran Singh No.115/CP	Meritorious Service
14.	ASI (LR) Ashok Kumar, No.660/CP	Meritorious Service
15.	ASI(LR) Om Parkash, No.259/CP	Meritorious Service
16.	HC Satnam Singh No.1254/CP	Meritorious Service
17.	Sr. Const. Hardeep Singh No.2506/CP	Meritorious Service



Sr. No.	Rank, Name & No.	Administrator's Police Medal for
18.	Sr. Const. Sandeep Kumar Tomar No.1850/CP	Meritorious Service
19.	Sr. Constable Sukhjeet Singh No.1922/CP	Meritorious Service
20.	Sr. Const. Jiwan Singh No.568/CP	Meritorious Service
21.	Sr. Const. Amit Sharma, No.34/CP	Meritorious Service
22.	Sr. Constable Sombir No.1949/CP	Meritorious Service
23.	Constable Navdeep Singh No.3505/CP	Meritorious Service
24.	Const. Ravi Kumar, No.6462/CP	Meritorious Service

Chandigarh, dated  
The 23rd January, 2025.

DIPRAVA LAKRA, IAS,  
Home Secretary  
Chandigarh Administration.

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